



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Vaseghi v Sabouhanian, 2026 ONLTB 32457

Date: 2026-04-24

File Number: LTB-L-006405-26-RV

In the matter of: 26 DUNSINANE DR
Thornhill ON L3T3K2

Between: Mohammad Rahim Vaseghi Landlord

And

Ahmad Sabouhanian Tenant
Elain Forbes

Review Order

Mohammad Rahim Vaseghi (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Sabouhanian and Elain Forbes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-006405-26 issued on April 8, 2026 pursuant to a hearing attended by the Landlord, the Landlord's Agent, Azin Ghorbankhani, and the Tenant, Elain Forbes ("EF").

On April 20, 2026, the Tenant, Ahmad Sabouhanian ("AS"), requested a review of the order.

LTB-L-006405-26 was amended on April 22, 2026 by order LTB-L-006405-26-AM.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. AS submits they were not reasonably able to participate in the hearing due to a serious illness that left AS struggling to breathe and unable to speak. AS also makes submissions that I interpret to be submissions the Member committed a serious error both by not reflecting a rent deposit which was paid by the Tenant in the order, and by findings that the notice of termination was served on the Tenant.

Rent Deposit

2. LTB-L-006405-26 was amended on April 22, 2026 by LTB-L-006405-26-AM, subsequent to the filing of this review. This amendment notes that the Landlord does in fact hold a

rent deposit in the amount of \$2,800.00, and that interest remains owing to the Tenant thereon.

3. Given this amendment made by order LTB-L-006405-26-AM, I find that the Tenant's submissions that the order fails to account for the rent deposit are now moot.

Notice of Termination

4. In relation to the submissions regarding the notice of termination, I take this to be a submission that the Member committed a serious error in relation to their findings that service of it had been completed on the Tenant. Paragraphs 2 and 3 of the order reflect that the service of the notice of termination was raised in the hearing by EF, and considered by the Member. The Member makes a finding that the notice of termination was served in accordance with the requirements of LTB's Rules, and provides reasons for this finding.
5. There is nothing in the record to support a determination that the hearing member applied improper principles in assessing the evidence introduced on this issue or that there was insufficient evidence before the Board to support its conclusions. Therefore, I find that there was no error committed in relation to the Member's findings in regard to the notice of termination.

Participation in the Hearing

6. AS submits that they were seriously ill on the date of the hearing, including that they were struggling to breathe. AS submits that their participation was required in the hearing, even though another Tenant, EF, was present, as AS is responsible for paying the rent and EF could not speak to the payments made.
7. AS does not provide any proof of this illness which they state prevented participation in the hearing with their request, including any proof of seeking medical attention on the date of the hearing.
8. Further, I have reviewed the hearing recording. EF was present and fully participated in the hearing. No request for an adjournment is made by EF on the basis that AS is ill and should be in attendance at the hearing. EF also did not make any requests for the matter to be stood down so that EF could obtain information on payments she did not have from AS.
9. Parties to a joint tenancy are equally responsible for the payment of rent. While AS and EF may have divided that payment responsibility in a manner that left EF with less knowledge of this issue, this does not mean that EF was not a proper party to attend and represent the Tenant at the hearing. If EF could not adequately represent the Tenant, then EF, or AS on their own behalf would be required to explain why AS was not present or able to participate to the presiding Member, and request a delay in the matter being heard. No such request was made.

10. I am not satisfied based upon AS' bald statement submitted without proof of medical treatment that they were unable to attend the hearing by telephone or videoconference due to illness, or that they could not have asked EF to request an adjournment on their behalf. I therefore find that AS was able to reasonably participate in the proceeding.

11. On the basis of the submissions made in the request and for the reasons above, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings, or that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-006405-26, issued on April 8, 2026 is denied. The order is confirmed and remains unchanged excepting the amendments made pursuant to LTB-L-006405-26-AM issued on April 22, 2026.

April 24, 2026
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.